

**IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE**

FILED
2007 DEC 13 AM 10:19

RICHARD R. ROOPE, CLERK

STATE OF TENNESSEE, ex rel. ROBERT
E. COOPER, JR., Attorney General &
Reporter,

Plaintiff,

v.

No. 07C3365

EXPYFI, LLC, a Georgia limited liability
company, doing business as www.expyfi.com,
CREDITMAX FINANCIAL, LLC, a Georgia
limited liability company, CREDIT PHD., INC.,
a Georgia nonprofit corporation, and
ANTHONY "TONY" IRVING THOMAS aka
ANTHONY J. THOMPSON,
individually and doing business as
EXPYFI, LLC, CREDITMAX FINANCIAL,
LLC, CREDIT PHD., INC., and
www.expyfi.com,

Defendants.

**MOTION TO ENFORCE ORDER GRANTING STATUTORY TEMPORARY
INJUNCTION AGAINST DEFENDANTS**

Pursuant to Tenn. R. Civ. P. 65.06 and Tenn. Code Ann. § 47-18-108(c), the State of Tennessee, by and through Robert E. Cooper, Jr., the Attorney General for the State of Tennessee, on behalf of Mary Clement, Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, moves this Court to enforce the Order Granting Statutory Temporary Injunction (hereinafter "Court's Order") issued by this Court on November 21, 2007 against all Defendants.

The State has the authority to seek civil penalties of not more than two thousand dollars (\$2,000.00) per violation of each provision of the Court's Order as authorized by Tenn. Code Ann. § 47-18-108(c). The Court could also impose up to \$2,000.00 for each day that a violation occurred. This result would be consistent with the Tenn. Code Ann. § 47-18-102 which states that the Tennessee Consumer Protection Act is to be liberally construed and the liberal conception of violation in Federal Trade Commission Act case law as seen in *United States v. Reader's Digest Association, Inc.*, 662 F.2d 955, 970, (3d Cir. 1981) where the Court held that each prohibited mailing in violation of a Consent Order constituted a separate violation of the Consent Order. As set forth below, Defendants have violated multiple provisions of the Courts Order. For one violation alone, the State could seek civil penalties of up to two thousand dollars (\$2,000.00) per day which would result in a penalty of more than sixty thousand dollars (\$60,000.00) if Defendants did not comply with the Court's Order prior to the hearing. At this time, the State, however, is only seeking civil penalties for these violations in the amount of four thousand five hundred dollars (\$4,500.00). The State seeks one thousand five hundred dollars (\$1,500.00) for failure to comply with the Order of this Court that Defendants produce consumer records. The State seeks one thousand five hundred dollars (\$1,500.00) for failure to comply with the Order of this Court that the Defendants produce financial records. The State seeks one thousand five hundred dollars (\$1,500.00) for failure to comply with the Order of this Court that Defendants are enjoined from engaging in credit services business in Tennessee. Therefore, the State seeks a total penalty of four thousand five hundred dollars (\$4,500.00). The State also seeks attorneys' fees and costs pursuant to Tenn. Code Ann. § 47-10-108(b)(4) in the amount of

nine hundred dollars (\$900.00), and any other relief that this Court shall deem appropriate as authorized under state law. *See* Exhibit A, Affidavit of Jennifer E. Peacock.

As grounds for this Enforcement Motion, the State submits that in spite of the Court's Order, Defendants are still promoting credit repair seminars in Nashville, Tennessee and Memphis, Tennessee when consumers call the toll-free number, (800) 852-8366, without first registering a bond as required under Tenn. Code Ann. § 47-18-1011. A true and accurate transcript of this recording is attached as Exhibit 1 to Exhibit B, Affidavit of Jeremy Harwell.

The State also submits that in spite of the Court's Order, Defendant Thomas and Defendant ExpyFi are still operating a website, www.qixscore.com/forms, that contains attachments which offer and promote Defendant ExpyFi's services, including links to the Member Application, the New Member Application, and the Welcome Letter. This website does not include proper disclaimers that Defendants' services are not available in Tennessee and/or to Tennessee consumers nor have Defendants registered a bond as required under Tenn. Code Ann. § 47-18-1011. A Google results search for "ExpyFi" produces a link to www.qixscore.com/forms/bankdraft/pdf. A true and accurate copy of this Google results page is attached as Exhibit 2 to Exhibit B, Affidavit of Jeremy Harwell. True and accurate copies of all of qixscore.com website pages as of December 10, 2007 are collectively attached as Exhibit 3 to Exhibit B, Affidavit of Jeremy Harwell. Furthermore, visiting www.register.com produces information that www.qixscore.com is registered to Defendant Thomas and Defendant ExpyFi. A true and accurate copy of this registration information is attached as Exhibit 4 to Exhibit B, Affidavit of Jeremy Harwell.

Defendants continue to violate the Tennessee Credit Services Businesses Act, Tenn. Code Ann. § 47-18-101 *et seq.*, and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et seq.*, as described in the Complaint, the State's Motion for Temporary Injunction and the accompanying Memorandum in Support of the State's Motion for Temporary Injunction and this Court's Order of November 21, 2007.

Furthermore, the State submits that in spite of the Court's Order Defendants have not turned over any consumer records and documents relating to Tennessee consumers or any consumers who attended Defendants' seminars or presentations held in the State of Tennessee to the State as required by paragraph 8, page 6 of the Order dated November 21, 2007.

The State also submits that in spite of the Court's Order Defendants have not provided to the Court or the State a detailed accounting of all assets in Defendants' possession relating to Defendants' businesses and a list of all bank accounts, bank addresses, bank telephone numbers and bank contact names, bank account numbers, and the amounts currently held in those accounts and held since the date Defendants commenced trade or commerce in the state of Tennessee as of the date of the Court's Order as required by paragraph 9, page 7 of the Order dated November 21, 2007.

Defendant Thomas was provided a copy of the Order at the conclusion of the hearing on November 21, 2007. Defendants ExpyFi, LLC, CreditMax Financial, LLC, and Credit Phd., Inc. have, upon information and belief, not retained counsel in this matter and cannot under Tennessee law represent themselves in court.

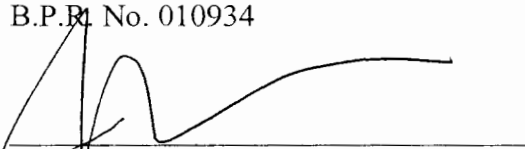
Counsel for the State contacted Defendant by telephone November 26, 2007 regarding the document production required pursuant to the Court's Order. At that time, Defendant Thomas

promised to produce the information no later than December 4, 2007. Defendant Thomas did not produce the information so counsel for the State contacted him again by telephone on December 5, 2007 advising him of the State's intention to seek enforcement of the order and asking for an immediate response regarding when Defendants intended to fully comply with the Court's Order. Defendant Thomas stated that he did not intend to produce any of the documentation required to be produced under the Court's Order.

The State requests that this Court use all authority and laws, regulations and rules to bring Defendants into compliance with the Court's Order and state law.

Respectfully submitted,

ROBERT E. COOPER, JR.
Attorney General & Reporter
B.P.R. No. 010934




JENNIFER E. PEACOCK
Assistant Attorney General
B.P.R. No. 022227
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
425 Fifth Avenue, North
Nashville, TN 37243
(615) 741-3108 (phone)
(615) 532-2910 (fax)

**NOTICE OF HEARING ON MOTION FOR COURT TO ENFORCE ORDER
GRANTING STATUTORY TEMPORARY INJUNCTION AGAINST DEFENDANTS**

A hearing on the State's Motion to Enforce Order Granting Statutory Temporary Injunction will be held on January 4, 2008 at 9:00 a.m. Central Time before Judge Barbara N. Haynes, Division III, Davidson County Circuit Court, 1 Public Square, Nashville, Tennessee 37201. Failure to appear or respond to this motion as required by the local rules may result in this motion being granted.

CERTIFICATE OF SERVICE

I, Jennifer E. Peacock, do hereby certify that the foregoing document was served on Defendants via email to tonyt777777@yahoo.com and U.S. mail to Anthony Thomas, P.O. Box 451347, Atlanta, Georgia 31145 on this the 13th day of December, 2007.


JENNIFER E. PEACOCK
Assistant Attorney General

113124

EXHIBIT A

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

2007 DEC 13 AM 10:10

RICHARD W. HOOKER, CLERK

STATE OF TENNESSEE, ex rel. ROBERT
E. COOPER, JR., Attorney General &
Reporter,

Plaintiff,

v.

No. 07C3365

EXPYFI, LLC, a Georgia limited liability
company, doing business as www.expyfi.com,
CREDITMAX FINANCIAL, LLC, a Georgia
limited liability company, CREDIT PHD., INC.,
a Georgia nonprofit corporation, and
ANTHONY "TONY" IRVING THOMAS aka
ANTHONY J. THOMPSON,
individually and doing business as
EXPYFI, LLC, CREDITMAX FINANCIAL,
LLC, CREDIT PHD., INC., and
www.expyfi.com,

Defendants.

AFFIDAVIT OF JENNIFER E. PEACOCK

STATE OF TENNESSEE)
DAVIDSON COUNTY)

I, Jennifer E. Peacock, do hereby depose and aver as follows:

1. I am an adult resident of Tennessee and am competent to testify to the matters stated herein.
2. I make this affidavit on personal knowledge and understand that it may be used in legal proceedings.

Initials 
Page 1 of 3

3. I swear that the facts contained herein are true and accurate to the best of my knowledge.

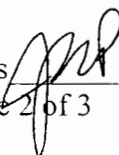
4. I am currently employed as an Assistant Attorney General for the State of Tennessee. I work in the Consumer Advocate and Protection Division for the Office of the Attorney General. I have been employed with the Office of the Attorney General since December 2002. I obtained a license to practice law in Tennessee in October 2002.

5. I am lead counsel in this case for the State.

6. I have spent four (4) hours reviewing the Court's Order, our file, Defendants' activities, speaking with Defendant Thomas on the telephone, and preparing the Motion to Enforce the Order Granting Statutory Temporary Injunction, the proposed Civil Contempt Order Granting Statutory for Failure to Comply with the November 21, 2007 Order, and related affidavits.

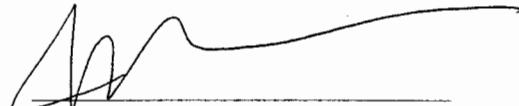
7. I request that the Office of the Attorney General be awarded a reasonable hourly rate of \$225.00 per hour for my services pertaining to this case. I believe that \$225.00 an hour is a reasonable rate in light of prevailing market rates for attorneys of similar experience, qualifications and skill in this community. This rate is the billing rate that has been approved by the Attorney General and Reporter for the State of Tennessee for my services as an Assistant Attorney General in the Consumer Advocate & Protection Division. The total for hours of my work described herein at \$225.00 per hour is \$900.00.

8. In preparing this fee affidavit, I have attempted to use billing judgment in making a reasonable and conservative claim of time for services rendered. This affidavit is based on a reconstruction of the time spent.

Initials 
Page 2 of 3

9. Based on the foregoing, the State of Tennessee is seeking reimbursement for attorneys' fees for my services in the amount of \$900.00 for the Motion to Enforce.

FURTHER AFFIANT SAITH NOT.


JENNIFER E. PEACOCK

Sworn to and subscribed before me
this 13th day of December, 2007.


NOTARY PUBLIC

My commission expires:

August 23, 2011



113247

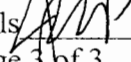
Initials 
Page 3 of 3

EXHIBIT B

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

FILED
2007 DEC 13 AM 10:19

RICHARD N. LOCKER, CLERK

STATE OF TENNESSEE, ex rel. ROBERT
E. COOPER, JR., Attorney General &
Reporter,

Plaintiff,

v.

No. 07C-3365-III

EXPYFI, LLC, a Georgia limited liability
company, doing business as www.expyfi.com,
CREDITMAX FINANCIAL, LLC, a Georgia
limited liability company, CREDIT PHD., INC.,
a Georgia nonprofit corporation, and
ANTHONY "TONY" IRVING THOMAS aka
ANTHONY J. THOMPSON,
individually and doing business as
EXPYFI, LLC, CREDITMAX FINANCIAL,
LLC, CREDIT PHD., INC., and
www.expyfi.com,

Defendants.

AFFIDAVIT OF JEREMY HARWELL


STATE OF TENNESSEE)

DAVIDSON COUNTY)

I, Jeremy Harwell, do hereby depose and aver as follows:

1. I am an adult citizen of Tennessee and am competent to testify to the matters
stated herein.

Initials


Page 1 of 3

2. I make this affidavit on personal knowledge and understand that it may be used in legal proceedings pursuant to the Tennessee Consumer Protection Act, the Tennessee Credit Services Businesses Act or other appropriate law.

3. I swear that the facts contained herein are true and accurate to the best of my knowledge.

4. I am a paralegal with the Consumer Advocate and Protection Division of the Office of the Tennessee Attorney General located at 425 5th Avenue North in Nashville, Tennessee. My business telephone number is 615-532-5510.

5. My duties at this Office include investigating the activities of various businesses, including, but not limited to, gathering information regarding business structure, the individuals who own and/or operate the business and other general information regarding the business operation and the individuals involved.

6. On Monday, December 10, 2007, I called 800-852-8366, the number listed on the Defendants' signs, and listened to the recorded message. The message stated that weekly seminars will be held in Nashville, Tennessee, and Memphis, Tennessee. A true and accurate transcription of the recorded message is attached as Exhibit 1.

7. On Monday, December 10, 2007, I performed a search on www.google.com by typing in the business name ExpyFi. The Google search resulted in a link to www.qixsore.com/forms/bankdraft.pdf. A true and accurate copy of the search results is attached as Exhibit 2.

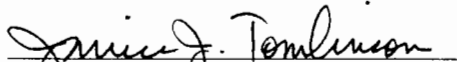
8. From this search, I went to www.qixscore.com/forms/bankdraft.pdf. The homepage to this link, www.qixscore.com, lists various ExpyFi documents including the member application and welcome letter from Tony Thomas. A true and accurate copy of this webpage along with printouts of the listed documents in portable document format is attached as Exhibit 3.

9. I went to the website www.register.com and typed in www.qixscore.com. In the list of registered and available related websites, I clicked on "Who is" for the site www.qixscore.com. This page states that the registrant for www.qixscore.com is ExpyFi and that Tony Thomas is the administrative contact. A true and exact copy of this webpage is attached as Exhibit 4.

10. All of the above information is true and accurate to the best of my knowledge.
FURTHER AFFIANT SAITH NOT.


JEREMY HARWELL
Paralegal

Sworn to and subscribed before me
this 13th day of December, 2007.


NOTARY PUBLIC

My commission expires _____



113217

My Commission Expires JULY 5, 2011

Hello, and thanks so much for calling.

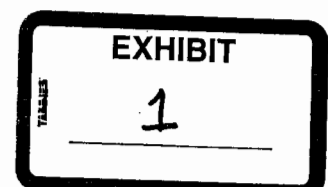
If you are looking to raise your credit scores to 700+, get all the negative items off of your credit profiles like bankruptcy, tax liens, civil judgments, student loans, lates, collections, child support, repossessions and foreclosures, please do yourselves a great big favor. Listen very closely. Press 1 for St. Louis. Press 2 for Nashville. Press 3 for Memphis. Press 4 for Ofallon, Illinois. Press 5 for Atlanta. Thank you so much and have a great day.

<Press 2>

Hello Nashville, TN. Let me help you raise your credit scores to 700+ and get the negative items off of your credit profiles. You are invited to attend a live seminar or you can set up a private one-on-one. Our live seminars are held every Thursday evening. Time and location will be announced every week. We highly recommend coming out to the live seminar simply because you'll get a chance to see and hear live testimonials from people just like yourself with credit issues similar to yours. If your schedule does not permit and you would like to set up a private one-on-one, please leave your name, best number to reach you, and your email address. Please speak slowly and repeat your telephone number twice. Once you leave your name and telephone number, a representative will call and let you know the location of the next seminar. Have a great day.

<Press 3>

Hello Memphis, Tennessee. Let me help you raise your credit scores to 700+ and get the negative items off of your credit profiles. You are invited to attend a live seminar or you can set up a private one-on-one. Our live seminars are held every Wednesday evening. Time and location will be announced every week. We highly recommend coming out to the live seminar simply



because you'll get a chance to hear and see live testimonials from people just like yourself with credit issues similar to yours. If your schedule does not permit and you would like to set up a private one-on-one, please leave your name, best number to reach you, and your email address. Speak slowly and repeat your number twice. Once you leave your name and telephone number, a representative will call and let you know the location of the next seminar. Have an awesome day.

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[DIR] Parent Directory 29-Nov-2007 00:42 - [DIR] cgi-bin/ 26-Nov-2007 08:50 -

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File Format: PDF/Adobe Acrobat - View as HTML

With our **ExpyFi** Pay Plan, you can have your monthly installment paid ... I authorized**ExpyFi, LLC** and my bank to deduct my monthly payment to **ExpyFi, ...**[qixscore.com/forms/bankdraft.pdf](#) - Similar pages**[PDF] Expyfi is in the business of changing lives**

File Format: PDF/Adobe Acrobat - View as HTML

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Free Advertising: Specializing in Free Classifieds, Free Classified Ads, Free Ads, Classified Ads, Free Classified, Bulk Email Advertising, ...

[www.inetgiant.com/addetail/?=&adid=1151454](#) - 38k - Cached - Similar pages**[PDF] NEWS RELEASE**

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ExpyFi, a Georgia limited liability company for which Defendant Thomas is the sole organizer;. CreditMax Financial, a Georgia limited liability company for ...[www.attorneygeneral.state.tn.us/press/2007/story/PR35.pdf](#) - Similar pages

State files suit against credit repair firms on The Murfreesboro Post

The suit also named **ExpyFi**, a Georgia limited liability company for which Defendant Thomas is the sole organizer; CreditMax Financial, a Georgia limited ...[www.murfreesboropost.com/news.php?viewStory=7706](#) - 37k - Cached - Similar pages**EXHIBIT****2**

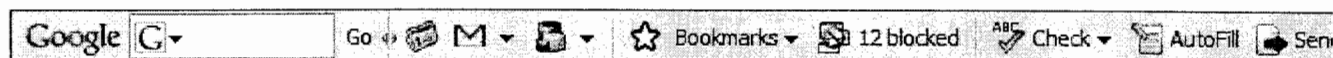
Arnold Dones : ConnectingBlack.com: where black professionals connect
Responsible for introducing the **Expyfi** Credit and Financial Restoration Services as well as
the **Expyfi** Business Opportunity to as many people across the ...
connectingblack.com/profile.asp?MemberID=107116 - 18k - Cached - Similar pages

General Business Listings - Page 161 - Minglecity Forum
ExpyFi is passionate about helping consumers reestablish creditworthiness and restoring ...
ExpyFi was started over seven years ago (December 1999). ...
www.minglecity.com/forum/showthread.php?t=64&page=161 - 65k - Cached - Similar pages

Did you mean to search for: **Expedia**

1 2 3 4 5 6 7 8 9 10 **Next**

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ExpyFI

Search

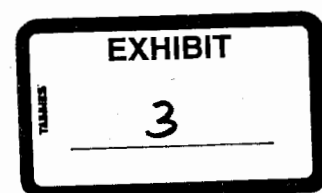
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Index of /forms

Name	Last modified	Size	Description
 Parent Directory	03-Sep-2007 13:30	-	
 Compensation.pdf	13-Apr-2007 16:07	19k	
 Stall Letter.pdf	11-May-2007 17:12	10k	
 bankdraft.pdf	13-Apr-2007 16:07	20k	
 checklist.pdf	24-May-2007 17:38	14k	
 compplan.pdf	13-Apr-2007 18:57	38k	
 consult.pdf	13-Apr-2007 16:07	18k	
 forms.zip	13-Apr-2007 20:08	222k	
 memapp.pdf	12-Jul-2007 19:37	84k	
 newmemapp1.pdf	16-May-2007 08:31	82k	
 power of attorney.pdf	13-Apr-2007 16:07	12k	
 powerofattorney.pdf	13-Apr-2007 19:25	12k	
 recruit.pdf	13-Apr-2007 16:07	21k	
 repapp.pdf	08-Jun-2007 20:14	64k	
 stall.pdf	11-May-2007 17:14	10k	
 tellus.pdf	13-Apr-2007 16:07	14k	
 welcomeletter.pdf	11-Jun-2007 18:48	28k	

Apache/1.3.39 Server at qixscore.com Port 80





Welcome to Bluehost.com!

This is a temporary page, that must be removed prior to viewing your site.

It is called 'default.html' and is located in the /public_html/ folder.

If you are unfamiliar with how to upload your files, [click here](#).

cPanel Login

Domain Manager Login

Support Center

Support Forum

If you are seeing this page, it is because the site you are requesting is under construction.

It is parked courtesy [BlueHost.com](#)
Offering 200GB Space, 2,000GB Bandwidth, and 6 Domains on
1 Account for only \$6.95/Month.

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One time, \$99.00 fee to become an Independent Rep. (I.R.)

Each I.R. will receive a 44% Direct Commission for each product/service they personally sell.

$49.00 \times 44\% = \$21.56$

$69.00 \times 44\% = \$30.36$

$79.00 \times 44\% = \$34.76$

$99.00 \times 44\% = \$43.56$

$119.00 \times 44\% = \$52.36$

(These are minimum requirements)

Sign up **Three (3)** I.R.'s and have a monthly group volume of **\$147.00**. You will promote yourself to **Sr. I.R.** At the **Sr. I.R.** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 2**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Sr. I.R.** level.

Help your **Three (3)** I.R.'s get **Three (3)** I.R.'s each (total of **9 reps** on your third level), and have a monthly group volume of **\$441.00**. You will promote yourself to **Supervisor**. At the **Supervisor** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 3**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Supervisor** level.

Help your **Nine (9)** I.R.'s get **Three (3)** I.R.'s each (total of **27 reps** on your fourth level), and have a monthly group volume of **\$1,323.00**. You will promote yourself to **Manager**. At the **Manager** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 4**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Manager** level.

Have a monthly group volume of **\$3,969.00**. You will promote yourself to **Director**. At the **Director** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 5**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Director** level.

The next promotional level is **Regional Director**. Have a monthly group volume of **\$7,497.00**, and you will promote yourself to the level of **Regional Director**. You will qualify for an additional **2% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Regional Director** level.

The next promotional level is **Executive Director**. Have a monthly group volume of **\$14,259.00**, and you will promote yourself to the level of **Executive Director**. You will qualify for an additional **4% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Executive Director** level.

The next promotional level is **National Director**. Have a monthly group volume of **\$17,983.00**, and you will promote yourself to the level of **National Director**. You will qualify for an additional **6% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **National Director** level.

April 24, 2007

Dispute Department
Equifax Credit Information Services
P.O. Box 740241
Atlanta, GA 30374-0241

RE:

I have received a letter stating your company will not deal with my disputes because you seem to think they were sent to you from a credit repair organization. I have done some checking on this matter and believe this to be a stall tactic meant to discourage me from effectively exercising my rights under the Fair Credit Reporting Act (FCRA).

Your letter implies that I am acting illegally by using a third party and that your company will not investigate my disputes sent to you. After researching this matter I have found that the FCRA does not require consumers to dispute on their own, unaided by anyone else. At best, I feel you are guessing I have retained someone else to process my disputes.

Be aware that if I do not receive any satisfaction from your Dispute Department on verifying my disputes I have already sent in to you, I will be handing over this affair to my attorney to follow up on this matter within the next 30 days. My credit is being adversely affected and I will not tolerate your company not following through on your duties.

Very Sincerely Yours,

Brian Smith
AT NORTHLAKE BLDG K
Anywhere, USA 60084-4009
325-491-1761

ExpyFi AUTOMATIC BANK DRAFT ENROLLMENT FORM

With our ExpyFi Pay Plan, you can have your monthly installment paid automatically through your checking or savings account. This saves you time and the expense of postage and envelopes. In addition, you will never have to worry about being without your service plan.

Here's How the Pay Plan Works!

When you invest in either the Bronze, Silver, Gold Package with ExpyFi, you have the option of having your payment drafted from your account either on or around the 1st, 15th or 25th.

Please complete, sign and return this form with a voided check to the following address:

ExpyFi, LLC
P.O. Box 451347
Atlanta, GA 31145

Signing Up Is Easy! Simply complete the form below, sign it, and attach a voided and return both documents to ExpyFi.

If you have any questions about this program, contact the Corporate Office at (770) 621-5600.

Member's Name: _____

Member Address: _____

Bank Account: _____ Routing Number _____

Financial Institution

And Address: _____

I authorized ExpyFi, LLC and my bank to deduct my monthly payment to ExpyFi, LLC directly from my bank account on the date indicated below.

I also understand that I can stop an automatic payment at which time I feel the draft is no longer needed. I understand that ExpyFi, LLC will need to receive my written cancellation no later than five days before the next payment is scheduled to be posted to my bank account.

I consider the ExpyFi Pay Plan to be the equivalent of a check drafted by me, and agree to abide by all the terms stated within this enrollment form as they apply to my monthly payments to ExpyFi, LLC. I also accept responsibility for paying any processing fees caused by insufficient funds in my account, and authorize ExpyFi, LLC to add such fees to my scheduled payment.

I reserve the right, and agree that ExpyFi, LLC also reserves the right, to terminate my participation in the ExpyFi Pay Plan at any time upon written notice mailed or delivered by me to the Customer Service Department of ExpyFi, LLC at P. O. Box 451347, Atlanta, GA 31145 or to me at my address listed above.

Customer's Signature _____ Date _____

Draft Date _____ 1st of the month _____ 15th of the month _____ 25th of the month

DON'T FORGET TO INCLUDE YOUR VOIDED CHECK.

RECRUITING CHECKLIST

- ☐ Direct each Prospect to the National Conference Call: (212) 990-8000 PIN: 3571#

Business Opportunity Call:

Tuesday - 9:00 AM EST

Thursday - 9:00 AM EST

Sunday - 7:00 PM EST

Training Call:

Tuesday - 9:00 PM EST

Thursday - 9:00 PM EST

Saturday - 12:00 NOON EST

Make contact with your **Prospect** after the call. Ask if they have a recent copy of their credit report. Set up a consultation and have them bring three (3) pieces of identification; copy of driver's license, social security card, and a bill.

- ☐ Make sure New Member and yourself fill out and sign all application(s) in the appropriate places.
- ☐ Give Limited Power of Attorney to New Member and instruct them to have it notarized when they sign.
- ☐ Have New Member or yourself, mail **ALL** forms / documents to:
P. O. Box 451347
Atlanta, GA 31145
- ☐ Give New Member and/or New Rep a copy of the application(s).
- ☐ If they signed up as a new Rep, invite them to the 9am and 6pm Conference Calls.
See schedule above. Be sure to explain our conference call etiquette (muting out their phone by pressing * 6 on their telephone keypad).
- ☐ Mail your packets overnight to the Corporate Office P. O. Box for quicker service for your clients and timely payout of your commissions.

ExpyFi Compensation

One time, \$99.00 fee to become an Independent Rep. (I.R.)

Each I.R. will receive a 44% Direct Commission for each product/service they personally sell.

49.00 x 44% = \$21.56

69.00 x 44% = \$30.36

79.00 x 44% = \$34.76

99.00 x 44% = \$43.56

119.00 x 44% = \$52.36

(These are minimum requirements)

Sign up **Three (3)** I.R.'s and have a monthly group volume of **\$147.00**. You will promote yourself to **Sr. I.R.** At the **Sr. I.R.** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 2**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Sr. I.R.** level.

Help your **Three (3)** I.R.'s get **Three (3)** I.R.'s each (total of **9 reps** on your third level), and have a monthly group volume of **\$441.00**. You will promote yourself to **Supervisor**. At the **Supervisor** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 3**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Supervisor** level.

Help your **Nine (9)** I.R.'s get **Three (3)** I.R.'s each (total of **27 reps** on your fourth level), and have a monthly group volume of **\$1,323.00**. You will promote yourself to **Manager**. At the **Manager** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 4**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Manager** level.

Have a monthly group volume of **\$3,969.00**. You will promote yourself to **Director**. At the **Director** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 5**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Director** level.

The next promotional level is **Regional Director**. Have a monthly group volume of **\$7,497.00**, and you will promote yourself to the level of **Regional Director**. You will qualify for an additional **2% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Regional Director** level.

The next promotional level is **Executive Director**. Have a monthly group volume of **\$14,259.00**, and you will promote yourself to the level of **Executive Director**. You will qualify for an additional **4% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Executive Director** level.

The next promotional level is **National Director**. Have a monthly group volume of **\$17,983.00**, and you will promote yourself to the level of **National Director**. You will qualify for an additional **6% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **National Director** level.

INITIAL CONSULTATION FORM

Name _____ Date _____
Address _____ Apt _____
City _____ State _____ Zip Code _____
Home # _____ Cell # _____ Work # _____

1. What are your immediate 30-90 day goals / needs? _____

2. Do you have a recent copy of your credit reports? Yes ☐ No ☐
3. Do you have any late payments, collections, charge-offs, or repossessions? Yes ☐ No ☐
4. Do you have child support, foreclosure, or past due medical bills? Yes ☐ No ☐
5. Do you have bankruptcies, tax liens, or judgments? Yes ☐ No ☐
6. Would you like to have a credit score of 700 and above? Yes ☐ No ☐
7. Are you currently in ChexSystems? Yes ☐ No ☐
8. Do you need a personal checking account? Yes ☐ No ☐
9. Have you had any credit repair done prior to ExpyFi? Yes ☐ No ☐
10. When? _____
11. Did you have any results? Yes ☐ No ☐
12. Do you have any collection letters Yes ☐ No ☐
13. Did they come off your credit report? Yes ☐ No ☐
14. Do you have any outstanding student loans? Yes ☐ No ☐
15. Do you have more than one name reporting on your report? Yes ☐ No ☐
16. Is your social security number showing accurately? Yes ☐ No ☐
17. Do you have a current credit card? Yes ☐ No ☐
18. Do you have a monthly budget / savings plan? Yes ☐ No ☐
19. Would you be interested in money management and tax strategies? Yes ☐ No ☐
20. Are you interested in real estate investing? Yes ☐ No ☐

Recommendation: _____ **Bronze** (\$49/\$69) _____ **Silver** (\$79/\$99) _____ **Gold** (\$99/\$119)

Representative _____

ExpyFi AUTOMATIC BANK DRAFT ENROLLMENT FORM

With our ExpyFi Pay Plan, you can have your monthly installment paid automatically through your checking or savings account. This saves you time and the expense of postage and envelopes. In addition, you will never have to worry about being without your service plan.

Here's How the Pay Plan Works!

When you invest in either the Bronze, Silver, Gold Package with ExpyFi, you have the option of having your payment drafted from your account either on or around the 1st, 15th or 25th.

Please complete, sign and return this form with a voided check to the following address:

ExpyFi, LLC
P.O. Box 451347
Atlanta, GA 31145

Signing Up Is Easy! Simply complete the form below, sign it, and attach a voided and return both documents to ExpyFi.

If you have any questions about this program, contact the Corporate Office at (770) 621-5600.

Member's Name: _____

Member Address: _____

Bank Account: _____ Routing Number _____

Financial Institution
And Address: _____

I authorized ExpyFi, LLC and my bank to deduct my monthly payment to ExpyFi, LLC directly from my bank account on the date indicated below.

I also understand that I can stop an automatic payment at which time I feel the draft is no longer needed. I understand that ExpyFi, LLC will need to receive my written cancellation no later than five days before the next payment is scheduled to be posted to my bank account.

I consider the ExpyFi Pay Plan to be the equivalent of a check drafted by me, and agree to abide by all the terms stated within this enrollment form as they apply to my monthly payments to ExpyFi, LLC. I also accept responsibility for paying any processing fees caused by insufficient funds in my account, and authorize ExpyFi, LLC to add such fees to my scheduled payment.

I reserve the right, and agree that ExpyFi, LLC also reserves the right, to terminate my participation in the ExpyFi Pay Plan at any time upon written notice mailed or delivered by me to the Customer Service Department of ExpyFi, LLC at P. O. Box 451347, Atlanta, GA 31145 or to me at my address listed above.

Customer's Signature _____ Date _____

Draft Date _____ 1st of the month _____ 15th of the month _____ 25th of the month

DON'T FORGET TO INCLUDE YOUR VOIDED CHECK.

One time, \$99.00 fee to become an Independent Rep. (I.R.)

Each I.R. will receive a 44% Direct Commission for each product/service they personally sell.

49.00 x 44% = \$21.56

69.00 x 44% = \$30.36

79.00 x 44% = \$34.76

99.00 x 44% = \$43.56

119.00 x 44% = \$52.36

(These are minimum requirements)

Sign up **Three (3)** I.R.'s and have a monthly group volume of **\$147.00**. You will promote yourself to **Sr. I.R.** At the **Sr. I.R.** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 2**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Sr. I.R.** level.

Help your **Three (3)** I.R.'s get **Three (3)** I.R.'s each (total of **9 reps** on your third level), and have a monthly group volume of **\$441.00**. You will promote yourself to **Supervisor**. At the **Supervisor** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 3**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Supervisor** level.

Help your **Nine (9)** I.R.'s get **Three (3)** I.R.'s each (total of **27 reps** on your fourth level), and have a monthly group volume of **\$1,323.00**. You will promote yourself to **Manager**. At the **Manager** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 4**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Manager** level.

Have a monthly group volume of **\$3,969.00**. You will promote yourself to **Director**. At the **Director** level, you will qualify for an additional **2% override commission** for all of your organizational volume on **Level 5**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Director** level.

The next promotional level is **Regional Director**. Have a monthly group volume of **\$7,497.00**, and you will promote yourself to the level of **Regional Director**. You will qualify for an additional **2% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Regional Director** level.

The next promotional level is **Executive Director**. Have a monthly group volume of **\$14,259.00**, and you will promote yourself to the level of **Executive Director**. You will qualify for an additional **4% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **Executive Director** level.

The next promotional level is **National Director**. Have a monthly group volume of **\$17,983.00**, and you will promote yourself to the level of **National Director**. You will qualify for an additional **6% override commission** for all of your organizational volume on **Level 6**. Your **personal** monthly volume must total a minimum of **three (3)** sales, in order to qualify for commissions at the **National Director** level.

INITIAL CONSULTATION FORM

Name _____ Date _____
Address _____ Apt _____
City _____ State _____ Zip Code _____
Home # _____ Cell # _____ Work # _____

1. What are your immediate 30-90 day goals / needs? _____

2. Do you have a recent copy of your credit reports? Yes ☐ No ☐
3. Do you have any late payments, collections, charge-offs, or repossessions? Yes ☐ No ☐
4. Do you have child support, foreclosure, or past due medical bills? Yes ☐ No ☐
5. Do you have bankruptcies, tax liens, or judgments? Yes ☐ No ☐
6. Would you like to have a credit score of 700 and above? Yes ☐ No ☐
7. Are you currently in ChexSystems? Yes ☐ No ☐
8. Do you need a personal checking account? Yes ☐ No ☐
9. Have you had any credit repair done prior to ExpyFi? Yes ☐ No ☐
10. When? _____
11. Did you have any results? Yes ☐ No ☐
12. Do you have any collection letters Yes ☐ No ☐
13. Did they come off your credit report? Yes ☐ No ☐
14. Do you have any outstanding student loans? Yes ☐ No ☐
15. Do you have more than one name reporting on your report? Yes ☐ No ☐
16. Is your social security number showing accurately? Yes ☐ No ☐
17. Do you have a current credit card? Yes ☐ No ☐
18. Do you have a monthly budget / savings plan? Yes ☐ No ☐
19. Would you be interested in money management and tax strategies? Yes ☐ No ☐
20. Are you interested in real estate investing? Yes ☐ No ☐

Recommendation: _____ **Bronze (\$49/\$69)** _____ **Silver (\$79/\$99)** _____ **Gold (\$99/\$119)**

Representative _____



Representative Name: _____
Representative Contact: _____
Rep ID / SS# : _____

CLIENT INFORMATION

First Name: _____ MI: _____ Last Name: _____
Spouse Name: _____ MI: _____ Last Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____ Country: _____
Social Security Number: _____ or Federal Tax I.D.: _____
Spouse Social Security Number: _____ or Federal Tax I.D.: _____
Date of Birth: _____ Spouse Date of Birth: _____
Home (P): _____ Work (P): _____ Fax: _____
Email Address: _____

CREDIT & FINANCIAL RESTORATION PACKAGES & PRICES

Bronze Package

- Crederation (Credit Restoration)
- Bank Services (Chexsystem O.K.)
(Checking/Saving Account)
- Credit Card Services
(Secured/Unsecured)

___ \$49-Month (Individual)
___ \$69-Month (Couple)

Silver Package

- Everything in Bronze
- Quix Score (700 or above)
- On-line Forum
- Budget & Saving Analysis

___ \$79-Month (Individual)
___ \$99-Month (Couple)

Gold Package

- Everything in Bronze & Silver
- Real Estate Investor Course
- How to Purchase Your Home
- Pay off Your Mortgage (5-7 years)
- Money Management
- Tax Strategies

___ \$99-Month (Individual)
___ \$119-Month (Couple)

PAYMENT INFORMATION

I would like to pay by: (v): ___ Check ___ Money Order ___ Visa ___ MasterCard

Credit Card Information:

Name on Card: _____ Card Number: _____ - _____ - _____
Expiration Date: _____ - _____ 3-Digit Code on Back: _____ Amount Charged: \$ _____

Terms & Conditions

I have agreed to purchase the package selected above. I understand that such services/products will be provided on a continuing monthly basis or until I cancel my membership in writing. I authorize Expyfi, LLC to draft my checking account and/or credit/debit card each month for the price of the monthly membership package I have selected. My signature authorizes Expyfi, LLC. to proceed as outlined with the services & products selected.

Signature of Applicant: _____ Date: _____
Signature of Card Holder: _____ Date: _____

P.O. Box 451347 | Atlanta, GA 31145
(Please send ALL mail to the P.O. Box for quicker service)
3570 Habersham at Northlake | Building K | Tucker, Georgia 30084
Phone: 770.621.5600 | Fax: 1.800.852.8366
Web site: <http://www.expyfi.com> | Web site: <http://www.myexpyfi.com> (Rep Site)

LIMITED POWER OF ATTORNEY

Credit and Financial Restoration

I, _____, a resident of

_____ designate

ExpyFi, LLC as my attorney-in-fact (referred to as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for me under this Power of Attorney as described herein.
2. **Powers of Agent.** The Agent may act and exercise power, authority and control on my behalf, with regard to my credit and financial restoration and it shall be limited to the following enumerated powers:
 - a. **Obtaining my credit profiles.** To access my credit information from the three bureaus, Equifax, Trans Union and Experian. I understand that it is my responsibility to provide Expyfi with the necessary information to access my credit profiles.
 - b. **Signing on my behalf.** To sign on my behalf regarding any correspondence that is needed to restore my credit. I authorize the agent to sign my name only, as I don't feel it is necessary to sign as "attorney in fact".
 - c. **Delegation of Authority.** To engage and dismiss agents and employees, in connection with the matters described herein, upon such terms as my agent determines.
3. **Durability.** This Power of Attorney shall remain in effect indefinitely. I understand that I may keep this in effect until I am satisfied with the results of my credit and financial restoration or I may send written notice to the company at an earlier date to terminate this agreement.
4. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
5. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence. I agree to indemnify and hold harmless any agent named or substituted in this power for any court costs, civil judgments, or reasonable attorney fees that are incurred as a result of exercising the powers described herein.
6. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.

Dated: _____

NAME

Signed in the presence of:

Witness

Witness

Subscribed and sworn to before me on: _____

Notary Public

My commission expires _____

RECRUITING CHECKLIST

INSTRUCTIONS

- ☐ Direct each Prospect to the National Sizzle Call. **(641) 297-5280**.
- ☐ Make contact with Prospect after the call. Find out do they have a recent copy of their credit report.
- ☐ Set up a consultation (have them bring 3 pieces of identification; copy of drivers license, social security card, and a bill)
- ☐ You and New Member and/or New Rep fill out and sign the application(s) in the appropriate places.
- ☐ Give Limited Power of Attorney to New Member and instruct them to have it notarized when they sign.
- ☐ Have New Member to **fax** Limited Power of Attorney to our corporate office at: **1-800-852-8366**
- ☐ Give New Member and/or New Rep a copy of the application(s).
- ☐ If they signed up as a new Rep, invite them to the 9am and 9pm ET training calls that are held Monday – Friday. Be sure to explain the conference call etiquette (muting out their phone by pressing * 6).
- ☐ Mail your packets overnight to the Corporate Office P. O. Box for quicker service to your clients and timely payout on your commissions.



FIRST NAME		MIDDLE	LAST NAME		
SPOUSE		MIDDLE	LAST NAME		
BILLING ADDRESS			CITY	STATE	ZIP CODE
SHIPPING ADDRESS (if different from billing address)			CITY	STATE	ZIP CODE
SOCIAL SECURITY NUMBER	FEDERAL TAX I.D.		BUSINESS NAME		
HOME NUMBER			CELL NUMBER		
WORK NUMBER	FAX NUMBER		E-MAIL ADDRESS		

<p>I would like to become an Independent Representative with ExpyFi, LLC. I understand I will receive a copy of this agreement in my tool kit from the corporate office within 7-10 business days from the time the corporate office receives my application. I also understand that the regular fee / investment is only \$199.00. If ExpyFi, LLC is running a special that month, I may choose to participate.</p>	<p>Rep Fee: \$199.00 MFS: \$7.95</p>
<p style="text-align: right;">Total Fees</p>	

☐ Check ☒ Money Order ☐ Visa ☐ MasterCard | Signature of Cardholder: _____

Amount to be Charged: \$

Yes, enroll all my memberships in the "Member Follow-Up Service" for only a "one time" fee of \$7.95 per year. \$7.95 covers all the memberships I personally sign up. I understand that I will receive the following service(s) which will assist me in retaining my memberships that I personally sign-up.

<ul style="list-style-type: none"> * Pre-Cancellations Calls * 1st Contact within 2-wks. * 2nd Contact within 2-mths. * 3rd Contact within 4-mths. 	<ul style="list-style-type: none"> * 4th Contact within 7-mths. * 5th Contact within 10-mths. * 6th Contact within 12-mths. * Annual Call of New Benefits 	<ul style="list-style-type: none"> * <u>Real Time on the "Fly" Service Includes</u> Address Updates - Credit Card Changes – Account Updates - Credit Card Declined – Services Being Held Up * Referral Service: company will ask for referrals from your exiting clients
---	--	--

Name of New Rep (Signature)

P.O. Box 451347 | Atlanta, GA 31145 **(Please send ALL mail to the P.O. Box for quicker service)**
3570 Habersham at Northlake | Building K | Tucker, Georgia 30084
Phone: 770.621.5600 | Fax: 1.800.852.8366
Web site: <http://www.expyfi.com> | Web site: <http://www.myexpyfi.com> (Rep Site)

Tell Us About Yourself and Your New Home

Who Invited You: _____

(Husband) First and Last Name _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Salary: (Choose one - before taxes) Weekly _____ Monthly _____ Yearly _____

Company Name _____ Time on Job _____

Marital Status: Married _____ Single _____ Number of Children _____ Age (s) _____

(Wife) First and Last Name _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Salary: (Choose one - before taxes) Weekly _____ Monthly _____ Yearly _____

Company Name _____ Time on Job _____

Current Address _____

City _____ State _____ Zip Code _____

Home # _____ Cell _____ Work _____

Email _____

Currently renting? Yes _____ No _____ Mo. Payment _____ Your lease expires _____

Your New Home

Area you would like to live: 1. _____ 2. _____ 3. _____

New _____ Pre-owned / years old _____ Price Range (Min) _____ (Max) _____

Basement (Y) _____ (N) _____ Lot Size _____ 1/3 _____ 1/2 _____ 1+ / Bedroom(s) _____ Bath(s) _____

Construction _____ Brick _____ Stucco _____ Stacked Stone _____ Hardi-Plank _____ Vinyl Siding _____

Garage _____ (1) _____ (2) _____ (3) _____ (4) _____ Ranch Style _____ Two Story _____ Split Foyer _____

Authorization

I, _____ | _____, hereby give
SunTrust Mortgage permission to pull my tri-merge credit report with scores.

Signature

Signature

Date



Membership Application

A \$39 non-refundable set-up fee is required for new memberships

Application Date: _____

SS#: _____ - _____ - _____ DOB (mm/dd/yyyy): ____/____/____

First and Last Name: _____

Street Address: _____

Apt/Ste. _____

City: _____ State: _____ Zip: _____

Spouse First and Last Name: _____

SS#: _____ - _____ - _____ DOB (mm/dd/yyyy): ____/____/____

Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Work Phone: (____) _____ - _____ Fax Phone: (____) _____ - _____

Email Address: _____

Rep Name: _____

Rep Phone #: (____) _____

Rep ID #: _____

Three (3) day Right of Rescission:

I, the new member, understand that I have three (3) days to cancel this agreement. Should I choose to cancel, I must do so (in writing to ExpyFi) by midnight of the third (3rd) day of this agreement.

Service Packages! Get Started TODAY!

Sign up for:	Individ.	Couple	TOTAL
<input type="checkbox"/> RESTORATION PACKAGE	\$79.00	\$99.00	_____
<input type="checkbox"/> CREDIT REPORT	\$30.00	\$45.00	_____
I understand I will not receive a physical credit report from ExpyFi, but I will receive my credit scores via email from ExpyFi.			
<input type="checkbox"/> MEMBER SET-UP FEE	XXXX	XXXX	\$39.00

Grand Total: _____

Payment Information

MONTHLY BANK OR CREDIT / DEBIT CARD DRAFT: I hereby authorize ExpyFi, LLC to charge/draft my checking/savings or credit/debit card account from the Financial Institution listed below. This authority is to remain in effect until ExpyFi, LLC receives written notification from me revoking the authorization. I understand that I can cancel the draft no later than 5 business days before the next scheduled payment. My account will be drafted each month (on the 1st / 15th or 25th) closest to the day of the effective date of my membership. I further accept responsibility for all applicable processing fees associated with insufficient funds in my account, and I authorize ExpyFi, LLC to add such fees to my scheduled payment. Attach a voided check and return both documents to ExpyFi, LLC. If you are purchasing a Tri-Merge Credit Report, please make separate check payable to CreditMax.

Method of Payment

☐ Checking Account

☐ Savings Account

☐ Check / Money Order

Bank Name: _____

☐ Visa

Bank Address: _____

☐ MasterCard

Routing #: _____ Acct #: _____

Credit Card # _____

Exp. Date _____

TOTAL INITIAL PAYMENT \$ _____

Req. Signature (Checking / Credit Card)

3 Digit Code / Back of Card

TOTAL MONTHLY DRAFT \$ _____

Sign below for Membership Application and/or Tri-Merge Credit Report

☐ Yes, I give permission to have my Tri-Merge credit report with scores pulled.

X

Signature

Date

X

Spouse Signature

Date

I have agreed to purchase the package selected above. I understand that such services/products will be provided on a monthly basis until I cancel my membership in writing. I authorize ExpyFi, LLC to proceed as outlined with the services and products selected. This Agreement constitutes the entire agreement between the parties, and no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing. If any provision herein is held to be invalid, all other provisions shall remain valid and enforceable.

ExpyFi

Crediration & Financial Restoration

Membership Application

A \$39 non-refundable set-up fee is required for new memberships

Application Date: _____

SS#: _____ - _____ - _____ DOB (mm/dd/yyyy): ____/____/____

First and Last Name: _____

Street Address: _____

Apt/Ste. _____

City: _____ State: _____ Zip _____

Spouse First and Last Name: _____

SS#: _____ - _____ - _____ DOB (mm/dd/yyyy): ____/____/____

Home Phone: (____) _____ - _____ Cell Phone: (____) _____ - _____

Work Phone: (____) _____ - _____

Email Address _____

Representative Name: _____

Rep Phone #: (____) _____

Rep ID #: _____

PLEASE PRINT CLEARLY

Service Packages!

Get Started TODAY!

Sign up for:	Individ.	Couple	TOTAL
<input type="checkbox"/> BRONZE PACKAGE	\$49.00	\$69.00	_____
<input type="checkbox"/> SILVER PACKAGE	\$79.00	\$99.00	_____
<input type="checkbox"/> GOLD PACKAGE	\$99.00	\$119.00	_____
<input type="checkbox"/> CREDIT REPORT	\$30.00	\$45.00	_____
<input type="checkbox"/> MEMBER SET-UP FEE	XXXX	XXXX	\$39.00

Grand Total: _____

Payment Information

MONTHLY BANK OR CREDIT / DEBIT CARD DRAFT: I hereby authorize ExpyFi, LLC to charge/draft my checking/savings or credit/debit card account from the Financial Institution listed below. This authority is to remain in effect until ExpyFi, LLC receives written notification from me revoking the authorization. I understand that I can cancel the draft no later than 5 business days before the next scheduled payment. My account will be drafted each month on or about the effective date of my membership. I further accept responsibility for all applicable processing fees associated with insufficient funds in my account, and I authorize ExpyFi, LLC to add such fees to my scheduled payment. Attach a voided check and return both documents to ExpyFi, LLC.

Method of Payment

☐ Checking Account

☐ Savings Account

☐ Check / Money Order

☐ Visa

☐ MasterCard

Bank Name: _____

Bank Address: _____

Routing #: _____ Acct #: _____

Credit Card # _____ Exp. Date _____ TOTAL INITIAL PAYMENT \$ _____

Signature _____ 3 Digit Code / Back of Card _____ TOTAL MONTHLY DRAFT \$ _____

Tri-Merge Credit Report

☐ Yes, I give permission to have my Tri-Merge credit report with scores pulled.

X

Signature

Date

X

Spouse Signature

Date

I have agreed to purchase the package selected above. I understand that such services/products will be provided on a monthly basis until I cancel my membership in writing. I authorize ExpyFi, LLC to proceed as outlined with the services & products selected.

LIMITED POWER OF ATTORNEY

Credit and Financial Restoration

I, _____, a resident of

_____ designate

ExpyFi, LLC as my attorney-in-fact (referred to as "the Agent") on the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act for me under this Power of Attorney as described herein.
2. **Powers of Agent.** The Agent may act and exercise power, authority and control on my behalf, with regard to my credit and financial restoration and it shall be limited to the following enumerated powers:
 - a. **Obtaining my credit profiles.** To access my credit information from the three bureaus, Equifax, Trans Union and Experian. I understand that it is my responsibility to provide Expyfi with the necessary information to access my credit profiles.
 - b. **Signing on my behalf.** To sign on my behalf regarding any correspondence that is needed to restore my credit. I authorize the agent to sign my name only, as I don't feel it is necessary to sign as "attorney in fact".
 - c. **Delegation of Authority.** To engage and dismiss agents and employees, in connection with the matters described herein, upon such terms as my agent determines.
3. **Durability.** This Power of Attorney shall remain in effect indefinitely. I understand that I may keep this in effect until I am satisfied with the results of my credit and financial restoration or I may send written notice to the company at an earlier date to terminate this agreement.
4. **Reliance by Third Parties.** Third parties may rely upon the representations of the Agent as to all matters regarding powers granted to the Agent. No person who acts in reliance on the representations of the Agent or the authority granted under this Power of Attorney shall incur any liability to me or to my estate for permitting the Agent to exercise any power prior to actual knowledge that the Power of Attorney has been revoked or terminated by operation of law or otherwise.
5. **Indemnification of Agent.** No agent named or substituted in this power shall incur any liability to me for acting or refraining from acting under this power, except for such agent's own misconduct or negligence. I agree to indemnify and hold harmless any agent named or substituted in this power for any court costs, civil judgments, or reasonable attorney fees that are incurred as a result of exercising the powers described herein.
6. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.

Dated: _____

NAME

Signed in the presence of:

Witness

Witness

Subscribed and sworn to before me on: _____

Notary Public

My commission expires _____

LIMITED POWER OF ATTORNEY

Credit and Financial Restoration

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NAME _____

Signed in the presence of:

Witness _____

Witness _____

Subscribed and sworn to before me on: _____

Notary Public _____

My commission expires _____

RECRUITING CHECKLIST

INSTRUCTIONS

- ☐ Direct each Prospect to the National Sizzle Call. **(641) 297-5280**.
- ☐ Make contact with Prospect after the call. Find out do they have a recent copy of their credit report.
- ☐ Set up a consultation (have them bring 3 pieces of identification; copy of drivers license, social security card, and a bill)
- ☐ You and New Member and/or New Rep fill out and sign the application(s) in the appropriate places.
- ☐ Give Limited Power of Attorney to New Member and instruct them to have it notarized when they sign.
- ☐ Have New Member to **fax** Limited Power of Attorney to our corporate office at: **1-800-852-8366**
- ☐ Give New Member and/or New Rep a copy of the application(s).
- ☐ If they signed up as a new Rep, invite them to the 9am and 9pm ET training calls that are held Monday – Friday. Be sure to explain the conference call etiquette (muting out their phone by pressing * 6).
- ☐ Mail your packets overnight to the Corporate Office P. O. Box for quicker service to your clients and timely payout on your commissions.



New Rep Information

REP APPLICATION

FIRST NAME		MIDDLE	LAST NAME	
SPOUSE		MIDDLE	LAST NAME	
BILLING ADDRESS			CITY	STATE ZIP CODE
SHIPPING ADDRESS (if different from billing address)			CITY	STATE ZIP CODE
SOCIAL SECURITY NUMBER	FEDERAL TAX I.D.		BUSINESS NAME	
HOME NUMBER			CELL NUMBER	
WORK NUMBER	FAX NUMBER		E-MAIL ADDRESS	

Fee / Investment

I would like to become an Independent Representative with ExpyFi, LLC. I understand I will receive a copy of this agreement in my tool kit from the corporate office within 7-10 business days from the time the corporate office receives my application. I also understand that the regular fee / investment is only \$199.00. If ExpyFi, LLC is running a special that month, I may choose to participate.	Rep Fee: \$199.00
Total Fees	

Payment:

☐ Check
 ☐ Money Order
 ☐ Visa
 ☐ MasterCard
 | Signature of Cardholder: _____
 _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____ / _____
 Expiration Date: _____ / _____ | Three Digit Code on Back of Card: _____

Team Leader(s):

Amount to be Charged: \$ _____

By signing this form, I (the *Enroller/Placement* Leader(s)) agree to personally Help and Train the New Rep joining my team.

Enrolling Team Leader (Print)	Date:
	Phone:
Enrolling Team Leader (Signature)	
S.S. # / Rep I.D.:	

Member Follow-Up Service

☐ Yes, enroll all my memberships in the "Member Follow-Up Service" for only \$7.95 per membership. I understand that I will receive the following service(s) which will assist me in retaining my memberships that I personally sign-up.

* Pre-Cancellations Calls * 1 st Contact within 2-wks. * 2 nd Contact within 2-mths. * 3 rd Contact within 4-mths.	* 4 th Contact within 7-mths. * 5 th Contact within 10-mths. * 6 th Contact within 12-mths. * Annual Call of New Benefits	* <u>Real Time on the "Fly" Service Includes</u> Address Updates - Credit Card Changes - Account Updates - Credit Card Declined - Services Being Held Up * Referral Service: company will ask for referrals from your existing clients
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Terms and Conditions

I have read and agree to be legally bound to this Expyfi, LLC Agreement, which includes the terms and conditions of the Independent Rep Application, the policies and procedures, and the Expyfi, LLC Compensation Plan (hereinafter, the Agreement). I understand that I have the right to cancel my Rep Application within thirty (30) days from the effective date of this Agreement by submitting written notice via Fax or U.S. Postal Mail to ExpyFi, LLC. I understand that all marketing materials and (or) supplies must be returned to the ExpyFi, LLC corporate office in usable condition. I also understand that if I sell a Product or Service, or Recruit another Rep, I will forfeit my Rep Fee / Investment.

Name of New Rep (Print)	Date:
Name of New Rep (Signature)	

P.O. Box 451347 | Atlanta, GA 31145 **(Please send ALL mail to the P.O. Box for quicker service)**
 3570 Habersham at Northlake | Building K | Tucker, Georgia 30084
 Phone: 770.755.5881 | Fax: 1.800.852.8366

April 24, 2007

Dispute Department
Equifax Credit Information Services
P.O. Box 740241
Atlanta, GA 30374-0241

RE:

I have received a letter stating your company will not deal with my disputes because you seem to think they were sent to you from a credit repair organization. I have done some checking on this matter and believe this to be a stall tactic meant to discourage me from effectively exercising my rights under the Fair Credit Reporting Act (FCRA).

Your letter implies that I am acting illegally by using a third party and that your company will not investigate my disputes sent to you. After researching this matter I have found that the FCRA does not require consumers to dispute on their own, unaided by anyone else. At best, I feel you are guessing I have retained someone else to process my disputes.

Be aware that if I do not receive any satisfaction from your Dispute Department on verifying my disputes I have already sent in to you, I will be handing over this affair to my attorney to follow up on this matter within the next 30 days. My credit is being adversely affected and I will not tolerate your company not following through on your duties.

Very Sincerely Yours,

Brian Smith
AT NORTHLAKE BLDG K
Anywhere, USA 60084-4009
325-491-1761

Tell Us About Yourself and Your New Home

Who Invited You: _____

(Husband) First and Last Name _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Salary: (Choose one - before taxes) Weekly _____ Monthly _____ Yearly _____

Company Name _____ Time on Job _____

Marital Status: Married _____ Single _____ Number of Children _____ Age (s) _____

(Wife) First and Last Name _____

Social Security Number _____ - _____ - _____ Date of Birth _____ / _____ / _____

Salary: (Choose one - before taxes) Weekly _____ Monthly _____ Yearly _____

Company Name _____ Time on Job _____

Current Address _____

City _____ State _____ Zip Code _____

Home # _____ Cell _____ Work _____

Email _____

Currently renting? Yes _____ No _____ Mo. Payment _____ Your lease expires _____

Your New Home

Area you would like to live: 1. _____ 2. _____ 3. _____

New _____ Pre-owned / years old _____ Price Range (Min) _____ (Max) _____

Basement (Y) _____ (N) _____ Lot Size _____ 1/3 _____ 1/2 _____ 1+ / Bedroom(s) _____ Bath(s) _____

Construction _____ Brick _____ Stucco _____ Stacked Stone _____ Hardi-Plank _____ Vinyl Siding _____

Garage _____ (1) _____ (2) _____ (3) _____ (4) _____ Ranch Style _____ Two Story _____ Split Foyer _____

Authorization

I, _____ | _____, hereby give
SunTrust Mortgage permission to pull my tri-merge credit report with scores.

Signature

Signature

Date



Welcome To ExpyFi!

ExpyFi is a company committed to excellent customer care, innovative products and services in support of individuals who wish to achieve financial authority in their own life as they seek to recreate their New American Dream.

ExpyFi will change lives.

ExpyFi will combine our experiences and financial know-how to create a New American Dream. We teach, educate and help bring to fruition the dreams God has given each and every person. Everyone aspires to home ownership, good credit, freedom from debt and being in control of their own life.

ExpyFi will be a catalyst, a vehicle, for individuals who still have a dream in their heart but don't quite know how to bring that dream into reality.

ExpyFi will teach individuals about bank services, the mechanics of credit restoration, how to enhance credit scores, the basics of budgeting and savings, and debt free living so that informed decisions can be made about how to manage personal finances.

ExpyFi will assist, facilitate and simplify the process of rebuilding good credit through a variety of products and services designed to educate, inform, and enhance financial choices. Our representatives work with each client to assess and pinpoint problem areas so that issues can be resolved as quickly as possible.

ExpyFi will change lives through our independent business opportunity. Our representatives have access to a wealth of management experience, training and techniques needed to help individuals get their financial house in order.

If you have any questions, please feel free to contact your representative.

Thank you, once again, and welcome to ExpyFi!

Sincerely,

Tony Thomas
Tony Thomas

P.O. Box 457341 * Atlanta, GA 31145
770.755.5881 (Office) * 800.852.8366 (Fax)

register
.com®

DON'T JUST MAKE A WEBSITE, MAKE AN IMPACT.

Increase Online Sales. Use
Talking Characters.

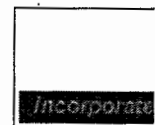
→ SPEAK



WHOIS RESULTS

COREL
WordPerfect
OFFICE X3It's a
BIG DEAL!
Save up to \$50 right now!

LEARN

Do another
WHOIS lookupBackorder
this name**RESOU**
SERVIC**Is the domain name you want
below?**We'll help you find a great
alternative. **NEW!****Choose r.Protect to
hide the
contact information
below
from public view****Access
PC fr
Anywl****Online Me
Made**

The data contained in GoDaddy.com, Inc.'s WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

EXHIBIT**4**

Registrant:

EXPYFI
PO Box 390591
Snellville, Georgia 30039
United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)

Domain Name: QIXSCORE.COM

Created on: 10-Feb-07

Expires on: 11-Feb-08

Last Updated on: 30-Jun-07

Administrative Contact:

Thomas, Tony tonyt777777@yahoo.com
EXPYFI
PO Box 390591
Snellville, Georgia 30039
United States
(404) 569-7696 Fax -- (770) 939-1165

Technical Contact:

Thomas, Tony tonyt777777@yahoo.com
EXPYFI
PO Box 390591
Snellville, Georgia 30039
United States
(404) 569-7696 Fax -- (770) 939-1165

Domain servers in listed order:

NS1.BLUEHOST.COM

NS2.BLUEHOST.COM

**Do another
WHOIS lookup**

**Backorder
this name**

NOTE: Private Domain Registration is available for .com, .net, .org, .biz, .tv, .cc, .info and .mobi domain names only.